

AGREEMENT

between

MOUNTAINSIDE BOARD OF EDUCATION, MOUNTAINSIDE, NEW JERSEY

and

MOUNTAINSIDE TEACHERS ASSOCIATION

JULY 1, 1988 THROUGH JUNE 30, 1990

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PREAMBLE

This Agreement entered into this 11th day of October, 1988, by and between the BOARD OF EDUCATION OF MOUNTAINSIDE, hereinafter called the "Board" and the MOUNTAIN-SIDE TEACHERS ASSOCIATION, hereinafter called the "Association" represents the complete and final understanding of all bargainable issues between the Board and the Association.

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association, during the lifetime of this Agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel not engaged as supervisory employees and who comprise the unit hereunder as follows:

1. Classroom Teachers
2. Nurse
3. Guidance Counsellor
4. Librarian
5. Social Worker
6. Speech Language Specialist
7. Remedial Reading Teachers

B. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiations unit as defined above.

C. All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit.

ARTICLE II
NEGOTIATIONS PROCEDURES

A. 1. The parties agree to enter into collective negotiations in accordance with Chapter 123 over a successor Agreement in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all personnel in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, "Recognition," of this Agreement. Any Agreement so negotiated shall be applicable to the aforementioned personnel, and shall be reduced to writing. The Association shall notify the Board in writing when the Agreement has been ratified. The Board shall notify the Association in writing when the Agreement has been adopted by appropriate resolution of the Board. The Agreement shall then be signed by the Board and the Association.

2. The Association and the Board of Education shall exchange contract proposals not later than June 15 of the calendar year preceding the calendar year in which this Agreement expires and such submission of proposals shall constitute the opening of formal negotiations.

3. The Association and the Board of Education may submit counter proposals within 30 days after June 15th of the calendar year preceding the calendar year in which this Agreement expires.

4. All meetings between the parties for the purpose of negotiations shall be scheduled, whenever possible, to take place when the teachers involved are free from assigned instruction and other educational responsibilities.

5. Whenever the Board desires to schedule a negotiations session during regular school hours, no teacher shall suffer any loss in pay as a result of participating in such negotiations as a representative of the Association.

Negotiations Procedures - continued

B. The Board agrees to furnish the Association, in response to reasonable requests made by the Association from time to time, available public information and data concerning the Mountainside School District which the Association may require in connection with negotiations. Nothing herein contained shall impose any obligation on the part of the Board to disclose any information which may be classified as privileged and/or confidential.

C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

ASSOCIATION RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

A. No person covered under this Agreement shall engage in Association activities during the work day, except as provided in Article III, Section G. The foregoing shall not include the individual teacher's duty-free lunch period.

B. The Association and its representatives shall have the right to use the school building at reasonable times during nonschool hours for membership meetings. No meeting shall be held without prior approval of the Superintendent or his/her designee who shall be given reasonable notice in advance of the time and place of all such meetings. The Association shall assume the additional cost for custodians or other school personnel who are required to remain longer due to the use of a building by the Association or its representatives.

C. The Association shall have the privilege with the permission of the Superintendent or his/her designee, which permission shall not be unreasonably withheld, to use school equipment on the site, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at reasonable times, when such equipment is not in use. The Association shall provide all materials and supplies incident to such use. Permission will be granted for the use of audio-visual equipment provided a person trained and experienced in the use and operation of such equipment is in attendance. The Association shall be responsible for any damage resulting from the use of any equipment by the Association or its representatives.

D. The Association shall have a bulletin board in a designated teacher's room.

E. The Association shall have the right to distribute, through the use of teachers' mail boxes, a reasonable amount of material dealing with the proper and legitimate business of the Association. The principal or his/her designee in each building shall be notified prior to the distribution of such material.

Association Rights, Privileges, and Responsibilities - continued

F. The Association shall be responsible for acquainting its members with the provisions of this Agreement and shall, insofar as it is legally possible, be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.

G. On the condition that the extra duties of the president of the Association are competently carried out by qualified authorized personnel without any additional cost on the part of the Board, the president of the Association shall enjoy the following rights and privileges:

1. He/she shall be released from extra duties during the tenure of his/her office, provided other Association members in the building, voluntarily or by the principal assignment, assume those duties. These duties shall include lunchroom, bus, playground, and detention room duties, and service on curriculum and other committees.

2. In the middle school grades (6-8), the president shall be relieved of homeroom duties if possible.

3. In the lower school grades (K-5), the president shall be permitted to leave his/her class while a special is in his/her room provided, in the judgment of the Superintendent/Board Secretary, the president does not require the additional experience to be gained from remaining in the room while the special is there.

ARTICLE IV
TEACHER RIGHTS

A. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or have an increment and/or salary adjustment withheld without just cause in conformance with statutory law, Board policy, and the provisions of this Agreement. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure to the extent herein set forth.

B. No teacher shall be prevented from wearing lapel pins or other similar identification of membership in the Association or its affiliates. Such insignia, however, shall be of reasonable size and shall note only identification of membership.

C. There shall be no discrimination, interference, restraint, or coercion by the Board or any of its agents or representatives against any of the employees covered under this Agreement because of their membership or nonmembership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents shall not discriminate against, interfere with, restrain, or coerce any employees covered under this Agreement who are not members of the Association and shall not solicit membership in the Association or payment of dues during classroom instruction periods.

D. The teacher shall have the responsibility of determining grades and other evaluations of students within the grading policies of the Mountainside School District. No grade or evaluation shall be changed without the notification of the teacher involved. In the event that the teacher concerned does not agree with the proposed change, the administrator making the change must sign it.

ARTICLE V

BOARD RIGHTS AND RESPONSIBILITIES

A. The Board, on its own behalf and on behalf of the citizens of the Borough of Mountainside, Union County, New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey, and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under R.S. 18A, School Laws of New Jersey, or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE VI
GRIEVANCE PROCEDURE

A. Definition

1. The Term "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.

2. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

a. The failure or refusal of the Board to renew a contract of a non-tenured employee.

b. In matters where a method of review is prescribed by law, or by any rule, regulation, or bylaw of the State Commissioner of Education or the State Board of Education.

c. In matters involving the sole and unlimited discretion of the Board.

3. The term "employee" shall mean any regularly employed individual covered in Article I, "Recognition."

4. The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by the Board to act on its or their behalf and to represent it or them beyond Level One.

5. The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible.

6. The term "party" means an aggrieved teacher, his/her immediate superior, the school principal, or any staff member below the Superintendent/Board Secretary who may be affected by the determination of the Superintendent/Board Secretary in connection with the procedure herein established.

Grievance Procedure - continued

B. Purpose

1. It is understood and agreed that both the Board and the Association have the right to utilize the provisions of this Article and that grievances may be processed either by the employee who has been aggrieved or by the Board or the Association.

2. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise.

3. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure shall be exhausted, if possible, prior to the end of the school term.

1. LEVEL ONE. An employee with a grievance shall first discuss it with his/her principal, immediate superior, or department head with the objective of resolving the matter informally at this level. An aggrieved employee shall institute action under the provisions hereof within fifteen (15) school days of the occurrence complained of, or within fifteen (15) school days after he/she would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) school day period shall be deemed to constitute an abandonment of the grievance.

Grievance Procedure - continued

2. LEVEL TWO. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he/she may file the grievance in writing with the principal within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner, specifying:

- a. The nature of the grievance
- b. The results of previous discussions
- c. Dissatisfaction with decisions previously rendered
- d. The nature of the resolution sought

The principal shall communicate the decision with reasons to the employee in writing within five (5) school days of receipt of the written grievance.

3. LEVEL THREE. The employee may appeal the principal's decision to the Superintendent/Board Secretary within five (5) days after receipt of the decision at Level Two, or if no decision has been rendered, within ten (10) school days after presentation of the grievance, whichever is sooner. The appeal to the Superintendent/Board Secretary must be made in writing, reciting the matter submitted to the principal as specified above and his/her dissatisfaction with decisions previously rendered. The Superintendent/Board Secretary shall represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent/Board Secretary, the Superintendent/Board Secretary shall meet with the aggrieved person in an effort to resolve it.

4. LEVEL FOUR. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent/Board Secretary,

Grievance Procedure - continued

he/she may file the grievance in writing with the Board within ten (10) school days after receipt of the decision, or if no decision has been rendered within twenty (20) school days after presentation of the grievance, whichever is sooner. The request for review by the Board shall be submitted in writing to the Board and a copy of such request to the Superintendent/Board Secretary. Within ten (10) school days after receiving the written grievance, the Board shall meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Four shall, however, be rendered by a majority of the Board, in writing, within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

5. LEVEL FIVE. If the grievant, as defined in Section B-1, is not satisfied with the decision of the Board, or if no decision has been rendered within the time limit allowed, he/she may request through the Association advisory arbitration pursuant to the rules and regulations established by the American Arbitration Association. A request for arbitration shall be filed not later than ten (10) school days following the determination by the Board. The arbitrator's decision shall be in writing and it shall set forth the reasons and conclusions on the issue or issues submitted. The arbitrator shall be without power or authority to make any decision which shall bind the parties and his/her opinion shall be advisory in nature only. The costs of the arbitrator shall be borne equally by the Board and the employee, or if represented by the Association, by the Board and the Association. Any other expenses incurred shall be paid by the parties incurring the same.

D. Miscellaneous

1. The Association will process all group grievances.

a. If a grievance is building centered, the Association will initiate the grievance at Level One.

Grievance Procedure - continued

2. Grievances may be raised by the Board in accordance with the following procedure:

a. The grievance shall be instituted within fifteen (15) school days of the occurrence complained of, or within fifteen (15) school days after the Board would reasonably be expected to know of its occurrence.

b. The grievance shall be instituted through a written communication to the president of the Association.

c. The Association Executive Committee and representative(s) of the Board shall meet within ten (10) school days after receipt of the communication.

d. In the event the matter is not satisfactorily resolved within thirty (30) calendar days after the conference, the Board may file for advisory arbitration in accordance with Section C-5 of this Article.

ARTICLE VII

TEACHER EMPLOYMENT

A. The Board agrees to hire only certificated teachers according to law.

B. Teachers shall be notified of their contract and salary status for the ensuing year as soon as practicable, but not later than April 30th.

C. By November 1 of the year preceding the contract year, all teachers expecting to move laterally on the Teachers Salary Guide, having taken graduate courses only (from one salary guide category to a new one, i.e., Bachelor's Degree to Master's Degree), shall so notify the Superintendent/Board Secretary in writing. These credits must be taken within the last ten years. All official transcripts must be in the Superintendent/Board Secretary's office no later than September 30th of the contract year in which the new movement occurs. Failure to do so will negate the individual's right to such movement for that contract year.

ARTICLE VIII

TRANSFERS, REASSIGNMENTS AND PROMOTIONS

During the school year, the Administration shall notify the current staff of all teaching position vacancies via a written memorandum. The President, Vice President, or member of the Executive Committee shall also be notified of all position vacancies via a written memorandum. When school is not in session for the summer, any staff member who has, before the close of the current school term, notified the Superintendent/Board Secretary that he/she wishes to receive notice of staff vacancies for which he/she is properly certified, shall receive such notification by phone or letter. The President, Vice President, or member of the Executive Committee shall receive notification by phone or letter.

ARTICLE IX
TEACHER EVALUATION

A. Nontenured teachers will be observed at least three (3) times each year (with at least one in each semester) by the following dates: December 10, February 25, and March 10. A written evaluation, including a contract decision about the ensuing year's employment status, shall be given to the nontenured teacher on or before April 30 of the current school year. Tenured teachers shall be evaluated at least once during each school year.

B. A written report of both the observations and the summary evaluation shall be completed and signed by the evaluator and teacher. The teacher's signature merely indicates knowledge of the report and does not necessarily indicate agreement with its content. A teacher may add comments to the report within 14 calendar days. The evaluation report is to be placed in the teacher's personnel file and a copy given to the teacher prior to the next scheduled evaluation. A conference may be held between the teacher and the evaluator upon the request of either. All formal observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

C. In the event a complaint regarding a teacher which could adversely affect the teacher's position in the school system is made by a parent or Board member and such a complaint is brought to the teacher by the administration, that teacher shall be informed of the facts and details available, and shall have the opportunity to state his/her position to the Superintendent/Board Secretary.

ARTICLE X

TEACHER WORK YEAR AND SCHOOL CALENDAR

A. The teacher work year shall include a maximum of one hundred eighty-five (185) days, plus four (4) additional work days for current staff members and two (2) additional work days beyond the aforementioned for staff members new to the district.

B. A school calendar shall be presented by the Superintendent/Board Secretary to the Association prior to the adoption of such calendar by the Board. Upon request, the Association may make suggestions to the Superintendent/Board Secretary concerning the calendar and request an opportunity to consult with the Superintendent/Board Secretary. The Superintendent/Board Secretary shall thereafter make a recommendation of the school calendar to the Board, and the Board shall make a final decision as to the entire school calendar.

ARTICLE XI

TEACHING HOURS AND TEACHING LOAD

A. Teaching Day

1. Check-in procedure. As professionals, teachers are expected to devote to their assignments the necessary time to meet their responsibilities. Teachers shall indicate their presence for duty by placing their initial in the appropriate column of the faculty "sign-in" roster.

2. Duty-free lunch. The in-school day of each teacher shall include a duty-free lunch period of the same duration as the students.

3. Length of the day - 7 hours. The normal work day of the teacher shall generally be from 8:30 a.m. to 3:30 p.m. The administration may, in the best interest of the pupils, assign teachers to arrive one half hour earlier than the normal work day. Teachers assigned to early arrival will be dismissed one half hour before the normal work day. The administration may also assign teachers to arrive one half hour later than the normal work day. Teachers assigned to late arrival will be dismissed one half hour later than the normal work day. For the normal work day, students will be allowed to enter the classroom at 8:45 a.m. For those working the 8:30 a.m. schedule, the periods between 8:30 and 8:45 a.m. and 3:00 and 3:30 p.m. are to be utilized for activities related to teacher assignments such as conferencing with parents, tutoring students, meeting with special service personnel, joint planning with other teachers, reviewing instructional materials, and other such activities. To make these professional activities possible, teachers will, on a rotating basis without compensatory periods, accept routine duties (all purpose room supervision, halls, cafeteria, bus, etc.).

Teaching Hours and Teaching Load - continued

3. Length of the day (continued)

The above paragraph notwithstanding, and without interfering with the intent of same, the parties agree that for the 1989-90 school year up to six teachers can be assigned by the Superintendent/Board Secretary to begin the work day at 8 a.m. and end at 3 p.m. The six teachers shall be assigned from the following areas:

Basic Skills Teachers
Reading Teachers
Music Teachers
Art Teachers
Physical education Teachers

Notification of this assignment shall be made by July 1, except in cases of emergency or vacancy.

This agreement shall neither be used as precedent nor evidence in any possible proceedings dealing with the interpretation of the above paragraph (#3).

4. Departure time. Provided their professional responsibilities have been discharged, on Fridays and on days preceding a holiday or vacation, teachers may leave the building ten minutes after the close of the pupils' day.

B. Preparation Periods

All teachers in grades 6-8 will be given a minimum of five preparation periods per week. It is the intent of this Agreement to provide a daily preparation period for teachers in grades K-5. Reasonable efforts will be made to utilize specialists to provide a preparation period for teachers in grades K-5, personnel and schedule permitting. Final decision will rest with the Superintendent/Board Secretary.

Preparation period is one in which the teacher is free from direct contact with students to work on matters related to his/her teaching responsibilities. The teacher is expected to engage in such activities during the preparation periods as conferencing parents, grading papers, preparing instructional material for his/her class, working in the library, conferring with special service personnel, and other similar activities.

Teaching Hours and Teaching Load - continued

C. Substitutes

Substitutes, when available, will be hired for specialists when they are absent.

When substitutes are needed on an emergency basis to teach a class, substitutes will be first selected from those teachers who have more than five preparation periods a week. Teachers who have only one planning period the day they are required to cover a class will be dismissed at 3:00 p.m.

D. Meetings

1. Faculty and other. Teachers may be required to remain after the end of a regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings and conferences which shall not exceed three in number each month. These meetings will generally be held on Mondays and shall, insofar as possible, be adjourned by the administration no later than 4:30 p.m. In addition, in case of emergencies, the administration may schedule additional meetings.

2. All teachers will be required to attend the Back-to-School Night and Open House programs. All teachers may volunteer for their choices of these events, but, if a sufficient number of volunteers does not permit proper supervision, the principal may appoint teachers to specific events. In addition, teacher attendance at the following functions shall be required:

a. Music teachers

- (1) Two grade 5-8 music programs
- (2) Two grade K-4 music programs

b. Kindergarten teachers

- (1) Orientation program

Teaching Hours and Teaching Load - continued

c. Eighth grade teachers

- (1) Graduation exercises
- (2) Graduation class trip, or the
- (3) Graduation class pool party

E. Conferences

Parent-teacher conferences will be held after lunch with school dismissal at 1:00 p.m. on three days. One of the days, teachers may leave at 1 p.m. and return for conferences in the evening (7:00 - 9:00 p.m.).

F. Workshops

The association agrees to a minimum of three yearly workshops to be attended by all faculty members, if scheduled by the Superintendent/Board Secretary, with released time at 1:00 p.m. or as scheduled.

ARTICLE XII
NONTEACHING DUTIES

A. Teacher Detention

The teacher will monitor any detention that he/she assigns when he/she is in charge of his or her class.

B. Administrative Detention

Students committing infractions in the hall, lunchroom, bus stops, or other situations in which the teacher is not in charge of the class should be referred to the principal's office with an indication of the infraction.

Administrative detention will be assigned by the principal from a pool of teacher volunteers and compensated at the rate of \$10 per hour. However, the administration reserves the right to incorporate detention supervision into a teacher's scheduled assignment.

ARTICLE XIII

SICK LEAVE

A. Sick leave is defined under New Jersey Statutes Annotated (R.S.) 18A:30-1 et seq. as follows: "Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities because of a contagious disease or being quarantined for such a disease in his or her immediate household."

B. In case of personal illness for full-time employees, an allowance of full pay will be made for eleven (11) school days in any school year, all of which shall be accumulative. Any of the foregoing eleven (11) days which are not utilized that year shall be accumulative to be used for additional sick leave with full pay as needed in subsequent years.

C. A physician's certificate stating the inability of the employee to report for work, and the period of such disability, may be required in case of absence because of personal illness for more than three (3) consecutive days.

D. Any teacher who is absent because of an injury or disease compensable under the New Jersey Workman's Compensation Act should receive from the Board the difference between the workmen's compensation payment prescribed by law and his/her regular salary, to the extent and until such time as such teacher shall have used up any so-called "sick pay" provided herein.

ARTICLE XIV

DAYS OFF AND TEMPORARY LEAVES OF ABSENCE

A. General Policy

1. Under no circumstances shall any employee be absent from school without the knowledge of the building principal or the Superintendent/Board Secretary's office.

2. When a teacher is absent for any reason, the Superintendent/Board Secretary's secretary shall be notified in sufficient time to procure a substitute teacher. This notification shall take place prior to the opening of the school day, between 6:30 a.m. and 6:45., except in cases of emergency.

B. Employees shall forfeit their pay for absence from any cause except personal illness, personal leave, illness in the family, death in the immediate family or of nearest relative, death of other relative or close friend, detention on account of quarantine, and forced attendance at court, or by reason of court subpoena except when the absentee is a party of the suit, in which case one (1) day with pay shall be allowed.

1. Personal Illness (covered in Article XII SICK LEAVE, page 22)

2. Personal Leave

a. Three (3) days a year of leave may be used for personal matters, noncumulative. One of these days may be used as emergency leave. The purpose of this leave is to relieve teachers of financial hardship in situations over which they have no control.

b. Personal matters mean activities that require the teacher's presence during the school day and are of such a nature that they cannot be attended to at a time when school is not in session.

Days Off and Temporary Leaves of Absence - continued

c. The Superintendent/Board Secretary must be notified in writing on the form provided five (5) working days prior to the requested absence. The five (5) day limit may be waived in emergency cases.

d. Personal leave days may be utilized for any of the following:

- (1) Recognition of a religious holiday
- (2) Court subpoena
- (3) Marriage of an employee or marriage in the immediate family
- (4) Title closing on the employee's home
- (5) Moving
- (6) Required parent's presence at freshman orientation of a college child
- (7) His/her own graduation or that of an immediate family member
- (8) Other emergencies or urgent reasons similar to the foregoing for which taxpayers could reasonably be expected to pay a teacher's salary while he/she utilizes the leave

Reasons not considered valid include, but are not limited to, attendance at class reunions, weddings not in the immediate family, and other nonessential social functions.

The form requesting absences will include a signed statement indicating the reason listed and checked above, except for one emergency day where no reason is required. However, the five day notice is still necessary.

e. A personal leave day shall not be granted for a day preceding or the day following holidays or vacations. A personal leave day shall be granted the first two weeks of the school year or during the months of December and June in documented cases that fall within the reasons set forth in Article XIV-B-2d that are approved by the Superintendent/Board Secretary.

Days Off and Temporary Leaves of Absence - continued

3. Illness in the Family

An employee is entitled to an annual leave due to of illness in the immediate family for a period of three (3) school days (noncumulative) at full pay. The employee must state who is ill.

4. Death in the Immediate Family or of Nearest Relative

A maximum of five (5) school days without loss of pay will be allowed for absence due to a death in the employee's immediate family. For the purpose of this provision, the immediate family is defined as: spouse, children, father and mother, brothers and sisters, mother-in-law and father-in-law, grandparents, grandchildren, and such person or persons residing within the employee's immediate household.

5. Death of Other Relative or Close Friend

In case of the death of a nephew, niece, uncle, aunt, brother-in-law, sister-in-law, or close friend, the employee shall suffer no loss in pay for absence on the day of the funeral. Any additional day(s) may be granted at the discretion of the Superintendent/Board Secretary.

6. Quarantine

No deduction in salary will be made in case of unavoidable quarantine because of contagious disease, when such quarantine is not due to personal illness, provided a certificate from health authorities is forwarded to the office of the Superintendent/Board Secretary.

Days Off and Temporary Leaves of Absence - continued

C. Jury Duty and Legal Proceedings

New Jersey Statutes Annotated 69-2 provides that school teachers under contract as full time teachers while the school is in session shall not be exempt from service on any panel of Grand or Petit jurors. Upon request of a teacher under circumstances which would benefit the Mountainside School District, the Superintendent/ Board Secretary, at his/her sole discretion, and not subject to the grievance procedure, may request a waiver of such exemption for jury duty service on behalf of the requesting teacher. In the event such teacher thereafter performs a jury service on a scheduled workday, the Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports or performs a jury duty. The money received for jury duty only must be forwarded to the administrative office upon receipt of same.

ARTICLE XV
EXTENDED LEAVES OF ABSENCE

A. Maternity Leave

1. The Board of Education will grant any teacher a maternity leave, in accordance with the applicable law and regulations.

a. Pregnant teachers will produce certification from their physicians that they are able to continue working.

b. The Board of Education may, at its discretion, require the teacher to submit to a physical examination by the school physician.

c. If the physicians for the teacher and the Board disagree about the teacher's physical condition, then an impartial third physician must be appointed to conduct an examination and make a binding decision on the teacher's physical ability to continue work.

d. The Board of Education may remove the pregnant teacher from her duties if her teaching performance has noticeably declined, or for other just cause.

* e. The teacher on maternity leave may return to work within the school year in which her leave begins if she notifies the Board prior to the child's birth of her desire to do so. The teacher may not necessarily be returned to the same position she had prior to the commencement of the leave.

f. A statement from a physician certifying that the teacher is physically able to return to duty shall be furnished to the Board before a teacher is permitted to return from maternity leave.

g. A tenured teacher, on maternity leave, must return to her teaching duties by the second September following the year in which the leave was granted.

Extended Leaves of Absence - continued

* h. The Board is not required to continue the maternity leave of absence of a nontenured teacher beyond the school year for which she is originally hired, or to grant a new contract to the nontenured teacher on maternity leave.

* i. All maternity leave is without pay, and the returning teacher will not advance on the salary schedule beyond the level at which she was when the leave was granted. However, a teacher who has completed the second marking period prior to commencing leave shall upon return to the school system be placed on the next step of the salary guide, providing the teacher does not return within the school year in which the leave was taken. The leave time itself shall not be considered as service time to the district.

* j. Sick leave days shall not accrue, but unused sick leave days held at the start of the leave shall be reinstated.

* These items apply equally to the teacher on leave for infant child adoption.

B. Child Custody or Adoption

Similar leaves of absence shall be granted to any teacher at the inception of child custody or at the time of adoption.

C. Illness in Family

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of a teacher's immediate family. The request for such leave must be accompanied by a physician's note stating in detail the necessity for the teacher to care for the sick person.

Extended Leaves of Absence - continued

D. Other Leaves

Other leaves of absence without pay may be granted by the Board in its discretion for good reason. The granting or not granting of such leave shall not be subject to the grievance procedure.

ARTICLE XVI
SABBATICAL LEAVE

A. Subject to applicable statutory provisions of the State of New Jersey, the Board may grant a sabbatical leave of absence for study to a member of the teaching staff who is also a member of the negotiations unit as set forth in Article I herein. Sabbatical leaves of absence are granted for the aforementioned professional improvement which, in the opinion of the Board, shall render a benefit to the Mountainside School District, subject to the following conditions:

1. Approval by the Board, of the sabbatical leave request, shall, in addition to all of the other conditions set forth herein, be contingent upon:

a. Securing a certified employee qualified to assume the applicant's duties while on leave.

b. A report filed by the Superintendent/Board Secretary with the Board indicating to what extent leaves of absence may be granted without detriment to the Mountainside School District.

2. The Superintendent/Board Secretary must approve all plans for study.

3. Written requests for sabbatical leaves of absence must be received in the superintendent/Board Secretary's office not later than November 15 of the year preceding the year for which the leave is sought. An outline of course of action and benefits to be derived must be submitted to the Superintendent/Board Secretary no later than December 1.

4. The teacher must have served the Mountainside School District continuously and satisfactorily for a minimum of seven (7) years on a full-time basis.

5. The sabbatical leave shall encompass a period of one (1) year.

6. Study for the sabbatical year as used herein is defined as a minimum of sixteen (16) points of credit or its equivalent (as approved by the Superintendent/Board Secretary in an approved college or university.

Sabbatical Leave - continued

7. Provided there are sufficient qualified applicants, no more than two (2) members of the teaching staff as set forth in Article I herein shall be absent on sabbatical leave at any one time.

8. All sabbatical leaves shall commence on September 1st.

9. The sabbatical leave positions available shall be distributed as evenly as possible throughout the school system.

10. The teacher shall furnish reports of the study to the Superintendent/ Board Secretary as follows:

- a. An outline of course of action and benefits to be derived.
- b. An interim report at the midpoint of the sabbatical leave.
- c. A final report within ten (10) school days after returning to regular duties. Such report shall include the details of the professional objectives obtained.

B. As a condition to being granted leave, the teacher shall enter into a contract with the Mountainside School District wherein he/she agrees to continue in the service of the Board for the period of not less than two (2) years after the expiration of the sabbatical leave.

1. If a teacher fails to continue in service after such sabbatical leave, such teacher shall repay to the Board the sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the two (2) subsequent years of service bears to the full two (2) years, unless such teacher is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board from this obligation.

C. Teachers on sabbatical leaves of absence will be paid 65 percent of the salary which the teacher would have received had the sabbatical leave not been granted and he or she had been teaching in the Mountainside School District.

Sabbatical Leave - continued

D. Upon return from sabbatical leave, the teacher shall be entitled to advance to the next level of the salary schedule, receiving the benefit of the salary increase while on leave, and the period of the sabbatical leave shall be counted for experience rating purposes, on the salary schedule, as equivalent to the same period of teaching service in the school system. All of the aforesaid shall be conditioned upon all requirements of the sabbatical leave policy being fulfilled satisfactorily in the judgment of the Superintendent.

E. During the sabbatical leave the sick leave policy will not apply, but the Board will continue to make all of the insurance payments which are made for a teacher not on sabbatical leave.

ARTICLE XVII
INSURANCE PROTECTION

A. The Board agrees to provide individual and family coverage at Board expense as follows:

1. Blue Cross with Rider J
2. Blue Shield
3. Major Medical
4. Dental Plan
5. Prescription Plan (\$1.00 deductible)

B. The Board may at its discretion change insurance carriers as long as substantially similar benefits as those presently enjoyed are provided. The Board agrees to notify and discuss this matter with the Association prior to any change of insurance carriers.

ARTICLE XVIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. When recommended by the Superintendent/Board Secretary and approved by the Board, payment will be provided by the Board for the full cost of tuition incurred in connection with approved courses, workshops, seminars, conferences, and in-service training sessions.

B. Payment by the Board for the cost of tuition shall be dependent upon the teacher completing and passing the course of instruction or where grades are given, the teacher receiving a grade of "B" or better.

C. The tuition payments by the Board shall not exceed six credits in any one semester.

D. The aforementioned payment by the Board shall not apply to any courses of instruction which are taken by the teacher during a sabbatical leave.

ARTICLE XIX
DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its teachers dues for the Mountainside Teachers Association, the Union County Conference of Teachers Associations, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-159e and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form listed on the next page.

AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc. Sec. No. _____

To: Disbursing Officer - Mountainside Board of Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing Board and all of its officers from any liability therefor.

I designate the Mountainside Teachers Association to receive dues and distribute according to the organization(s) indicated:

Mountainside Teachers Association	_____
Union County Conference of Teachers Associations	_____
New Jersey Education Association	_____
National Education Association	_____

Signature of Employee

Date

Deductions From Salary - continued

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Board written notice prior to the effective date of such change and shall furnish to the Board new authorizations from its members showing the individual deduction authorizations and the total authorized deductions for each employee, it being understood that the only obligation of the Board shall be to remit to the Association the total deduction and not the individual deductions. It shall be the obligation of the Association from the total deduction to make the further individual deductions authorized by the members.

C. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Superintendent/Board Secretary. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Association to the Board.

D. Upon written request of the individual employee, the Board will deduct deposits to the Union County Teachers Federal Credit Union Program.

ARTICLE XX

SALARY GUIDE

See Schedule A for Teachers - 1988-89 and 1989-90

See Schedule B for Coaches - 1988-89 and 1989-90

NOTE: The 4+30 guide has been eliminated for all new employees after September 1, 1978.

To move laterally beyond the 4 year step, graduate courses must be taken as per NJSA 18A:29.6 and 7.

ARTICLE XXI

INSTRUCTIONAL COUNCIL

A. Organization

1. Purpose. An Instructional Council shall be established and shall meet no later than November 30th of each school year. The purpose of the Council shall be to strengthen the educational program through recommendations, research, implementation, and evaluation by the Superintendent/Board Secretary and the Association to best meet the needs of the student, the school, and the community.

2. Membership. The Council shall consist of three (3) representatives appointed by the Superintendent/Board Secretary and three (3) representatives appointed by the Association.

3. The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, association committees, administrators, board members, students, or other interested parties.

4. The Council shall establish its own rules of procedure and shall provide for a rotating chairperson who shall be responsible for the arrangement and conduct of meetings.

5. The Council shall meet no less than three (3) times a year.

6. The Superintendent/Board Secretary shall furnish to the Council, in response to reasonable requests made by the Council from time to time, available public information and data concerning the Mountainside School District which the Council may require in connection with its deliberations. Nothing herein contained shall impose any obligation on the part of the Superintendent/Board Secretary to disclose any information which may be classified as privileged and/or confidential. The Superintendent/Board Secretary, in his/her sole discretion, shall determine the propriety of complying with any of the requests for information by the Council.

Instructional Council - continued

Any requests for information which are denied by the Superintendent/Board Secretary may, at the request of the Council, be reviewed by the Board. The final determination by the Board shall not be subject to the grievance procedure.

B. Reports. The Council shall submit for consideration written reports to the Board through the office of the Superintendent/Board Secretary.

C. Budget. On September 1st of each school year the Board shall provide \$200 for Council operation.

ARTICLE XXII
MISCELLANEOUS

A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of each party shall clearly exemplify that there is no discrimination in the treatment of teachers or pupils in the application or administration of this Agreement on the basis of race, color, creed, handicap, religion, sex, or national origin.

B. Copies of this Agreement shall be printed in booklet form and the expenses shall be equally shared between the parties. The Agreement shall be reproduced within ninety (90) days after it has been signed and copies shall be made available to all individuals now employed or hereafter employed in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article I, "Recognition," of this Agreement.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision of this Agreement, either party shall do so by telegram or certified or registered mail at the following addresses:

1. If by the Association to the Board: 1391 Route 22, Mountainside, New Jersey 07092.

2. If by the Board to the Association: At the address to be kept on file with the secretary of the Board.

D. The Association shall notify the Board, within ten (10) calendar days after any election, of the names of all of its officers.

E. The Association shall notify the Board, within ten (10) calendar days after the formation, of new committees.

F. Mileage reimbursement will be according to the Internal Revenue Code.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provision shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of July 1, 1988 and shall remain in full force and effect through June 30, 1990. If either party desires to change, modify, or terminate the Agreement, it shall, no later than June 15, 1989, give written notice thereof and furnish a copy of its proposals as provided in Article II, "Negotiations Procedures."

MOUNTAINSIDE SCHOOL DISTRICT
Mountainside, NJ 07092

SALARY GUIDE FOR TEACHERS

1988-89

<u>Years</u>	<u>Levels of Training</u>			
	<u>4 years</u>	<u>4 years + 30</u>	<u>5 years</u>	<u>6 years</u>
1	20,430	21,430	22,430	23,930
2	21,430	22,430	23,430	24,930
3	22,430	23,430	24,430	25,930
4	23,430	24,430	25,430	26,930
5	24,430	25,430	26,430	27,930
6	25,430	26,430	27,430	28,930
7	26,430	27,430	28,430	29,930
8	27,430	28,430	29,430	30,930
9	28,430	29,430	30,430	31,930
10	29,430	30,430	31,430	32,930
11	30,430	31,430	32,430	33,930
12	31,430	32,430	33,430	34,930
13	32,430	33,430	34,430	35,930
14	33,430	34,430	35,430	36,930
15	34,430	35,430	36,430	37,930
16	35,430	36,430	37,430	38,930
17	36,430	37,430	38,430	39,930
18	37,430	38,430	39,430	40,930
19	38,430	39,430	40,430	41,930

Longevity: 20 years service, 15 of which is in Mountainside - \$750
 24 years service, 18 of which is in Mountainside - \$750
 28 years service, 20 of which is in Mountainside - \$750

NOTE: The 4+30 guide has been eliminated for all new employees after September 1, 1978
 To move laterally beyond the 4 year step, graduate courses must be taken as per NJSA 18A:29.6 and 7.

Any teacher off the guide will receive an additional \$2,930 for the 1988-89 work year over their 1987-88 base salary.

SG198889L1

MOUNTAINSIDE SCHOOL DISTRICT
Mountainside, NJ 07092

SALARY GUIDE FOR TEACHERS

1989-90

<u>Years</u>	<u>Levels of Training</u>			
	<u>4 years</u>	<u>4 years + 30</u>	<u>5 years</u>	<u>6 years</u>
1	22,360	23,360	24,360	25,860
2	23,360	24,360	25,360	26,860
3	24,360	25,360	26,360	27,860
4	25,360	26,360	27,360	28,860
5	26,360	27,360	28,360	29,860
6	27,360	28,360	29,360	30,860
7	28,360	29,360	30,360	31,860
8	29,360	30,360	31,360	32,860
9	30,360	31,360	32,360	33,860
10	31,360	32,360	33,360	34,860
11	32,360	33,360	34,360	35,860
12	33,360	34,360	35,360	36,860
13	34,360	35,360	36,360	37,860
14	35,360	36,360	37,360	38,860
15	36,360	37,360	38,360	39,860
16	37,360	38,360	39,360	40,860
17	38,360	39,360	40,360	41,860
18	39,360	40,360	41,360	42,860
19	40,360	41,360	42,360	43,860

Longevity: 20 years service, 15 of which is in Mountainside - \$750
 24 years service, 18 of which is in Mountainside - \$750
 28 years service, 20 of which is in Mountainside - \$750

NOTE: The 4+30 guide has been eliminated for all new employees after September 1, 1978
 To move laterally beyond the 4 year step, graduate courses must be taken as per NJSA 18A:29.6 and 7.

Any teacher off the guide will receive an additional \$2,930 for the 1989-90 work year over their 1988-89 base salary.

SG198990L2

MOUNTAINSIDE SCHOOL DISTRICT
CONTRACTS FOR COACHES/OM COORDINATOR/PLAY DIRECTOR/CHEERLEADING

	<u>Years coaching in Mountainside</u>		
	1-2 years	3-4 years	5 years and over
1988 - 1990	\$1,100	\$1,300	\$1,500
Asst. Coaches 1988-90	\$ 700	\$ 800	\$ 900

"Full time" coaching shall be as per job description with 72 hours minimum.

Verified coaching experience outside of Mountainside may also be considered in classification where experience is, in the opinion of the Superintendent/Board Secretary, applicable and beneficial to the program in Mountainside.

Intramural coaches or extra services will be paid \$20 per diem (session).

Separate checks will be issued for extra curricular activities.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their respective corporate seals affixed hereto, at Mountainside, New Jersey, on the 11th day of October, 1988.

MOUNTAINSIDE TEACHERS ASSOCIATION

BY: Patricia A. Kobasa
President
Lorraine Leber
Secretary

MOUNTAINSIDE BOARD OF EDUCATION

BY: John A. Schneider
President
Sam J. Baccaro
Superintendent/Board Secretary